

DISASTER ASSISTANCE AGREEMENT
BETWEEN THE _____ COUNTY COMMISSION AND
THE _____ COUNTY VOLUNTEER FIRE DEPARTMENT

Pursuant to Code of Alabama 1975, § 31-9-10, the _____ County Commission (hereinafter "Commission") has the power and authority to take certain and appropriate actions as it deems necessary to direct and coordinate the development of emergency management plans and programs in accordance with the policies and plans set by the federal and state emergency management agencies, and has the power and authority to appropriate and expend funds and enter into contracts to implement and carry out said plans and programs;

Additionally, as authorized by Code of Alabama 1975, § 31-9-10, the Commission has appointed a director of its local emergency management program (hereinafter "Director") with direct responsibility for the organization, administration, and operation of the local program, subject to the direction and control of the Commission;

As a part of the above-referenced authority and in anticipation of the possible need for additional assistance in addressing the needs of the county during and after an emergency in the event that adequately responding to the emergency is beyond the resources of the county, the Commission, in consultation and agreement with the _____ County Emergency Management Agency (hereinafter "County EMA"), has determined that in order to properly protect and provide for the health and safety of persons and property in the event of such an emergency affecting citizens of the county, it is necessary and appropriate to enter into agreements with certain volunteer organizations to provide additional assistance to the Commission and the County EMA as needed during and after an emergency;

The _____ Volunteer Fire Department (hereinafter "VFD") is a volunteer fire department as defined in Code of Alabama 1975, § 9-3-17, which provides fire protection to the citizens in its area, and which, under Code of Alabama 1975, § 9-3-18 is deemed by the Alabama Legislature to be public in nature, by protecting the health, safety, and welfare of the public.

The VFD has expressed an interest in assisting the Commission, and the County EMA as necessary in the event of an emergency.

Based upon each of the foregoing, the Commission and the VFD do hereby enter into this agreement, according to the following considerations, terms, and conditions:

1. Subject to the conditions set out in paragraph 5, the VFD shall, upon request of the Director, provide the necessary personnel, equipment, and supplies to assist _____ County in necessary emergency services work during and after an emergency affecting the county;

2. The VFD may temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area served by the VFD, or if conditions are unfit and unsafe for personnel. In this event, the fire chief of VFD shall advise the Director whether it will be available to provide assistance at a later time, and if so, the approximate time at which assistance will be available.

3. The fire chief of VFD shall, within thirty (30) days following execution of this agreement, provide the Director with a complete listing of available personnel, equipment, and supplies he (or she) anticipates will be available in the event of a request for assistance under the terms of this agreement, and shall revise and update this listing as necessary.

4. When the VFD does provide assistance to the County EMA under the terms of this agreement, the Commission shall reimburse the VFD for its actual costs incurred while providing assistance; provided, however, that in order to receive reimbursement, the VFD shall provide the Commission with an itemized statement of all expenses incurred and any additional or further information requested in the time frame and manner prescribed by the Commission.

5. Both parties agree that all arrangements regarding assistance shall be coordinated between the Director and the fire chief of the VFD, and that neither entity shall be responsible for any activities which are not approved by and coordinated between these individuals; provided, however, that the Director shall seek approval of the Commission to request assistance under the terms and conditions set out by the Commission, and the VFD shall not be eligible for reimbursement of costs unless the Commission has approved the request for assistance under terms and conditions established between the Commission and the Director;

6. Both parties agree that the responsibility for personnel lies solely with the VFD and that any personnel of the VFD dispatched to assist _____ County during and after an emergency shall be operating under the direction and supervision of the VFD and shall not in any manner be viewed as employees of the Commission or the _____ County EMA; provided, however, that the VFD makes no warranty as to the quality or continuity of services provided herein.

7. Both parties further agree that VFD shall be solely responsible for all equipment and materials utilized by VFD, and that, except for reimbursement for actual costs as provided herein, neither the Commission nor the _____ County EMA shall be responsible for loss or damage to any equipment or materials utilized by the VFD.

8. Both parties agree that this agreement shall become effective on the date of execution and shall remain in full force and effect until such time as either party provides thirty (30) days written prior notice of its termination. Either party may terminate the agreement upon thirty (30) days written prior notice with or without cause.

9. Both parties agree that this agreement may be altered or amended only by written consent of both parties, and that in the event of amendment; a new agreement shall be executed between the parties.

This agreement is entered into on this the ____ day of _____, 2006 by the undersigned parties.

Chairman, _____ County Commission

Fire Chief, _____ Volunteer Fire
Department

Director, _____ County Emergency
Management Agency